

7
21.00

1401474

MODIFICATION OF LEASE

RECORDED, SAN JUAN COUNTY, UT

1983 AUG -8 PM 1:51

This MODIFICATION OF LEASE, dated August 2, 1983, by and between SAN JUAN COUNTY, a body corporate and politic of the State of Utah, hereinafter called the LESSOR, and MINERALS WEST, INC., ENERGY FUELS, LTD., and RIO ALGOM CORP. witnesseth:

WHEREAS, LESSOR entered into a certain Lease with LARRY SHUMWAY, dated January 13, 1975, pertaining to the following named patented mining claims in San Juan County, Utah, to-wit:

- Mujer Sin Verguena
- Mi Corazon
- Besame Mucho
- Pisco
- Fundadora
- and a portion of the Te Quiero
- and Mi Vida patented mining claims

which Lease is incorporated herein by such reference and

WHEREAS, said Lease was modified by a Modification of Lease, dated February 3, 1975, between LESSOR and LARRY SHUMWAY, wherein the lease term was changed to a primary term of five years and the Lessee was given the option to extend the Lease for an additional five-year period ending January 12, 1985, and

WHEREAS, said Lease was assigned with the consent of LESSOR, said Consent being dated April 7, 1975, by an assignment from LARRY SHUMWAY to MINERALS WEST, INC., dated April 8, 1975, and

WHEREAS, said Lease of January 13, 1975, was modified by a Modification of Lease, dated July 26, 1976, between LESSOR and MINERALS WEST, INC., wherein MINERALS WEST was given the option of extending the subject lease to January 12, 1995, and

sl
sl

184

184

WHEREAS, MINERALS WEST, INC., in an Assignment of Working Interest, dated October 13, 1982, and consented to by LESSOR, assigned to ENERGY FUELS, LTD. an undivided 49 percent working interest in the subject Lease and

WHEREAS, MINERALS WEST, INC. and ENERGY FUELS, LTD. have agreed to sublease said Lease of January 13, 1975, as modified, to RIO ALGOM CORP., and LESSOR has consented to such Sublease and

WHEREAS, in order to encourage full development of the ore body covered by the subject Lease, LESSOR has agreed to modify the royalty provision of the January 13, 1975 Lease,

NOW THEREFORE for adequate consideration, the receipt and sufficiency which by each party is acknowledged, the parties do agree as follows:

1. That paragraph (a) of said Lease dated January 13, 1975, which reads as follows:

(a) To pay Lessor on all minerals mined and shipped, or sold hereunder, a royalty 10% of the gross mill receipts less transportation charges and development allowances, such royalty to be due and payable on the 30th day of the month next succeeding the calendar month during which the minerals shall have been shipped or sold, and a copy of this Agreement shall be given to any ore buyer and the buyer shall be instructed and authorized to make such royalty payments directly to Lessor

by hereby replaced, for the term of the sublease, with the following:

(a) To pay Lessor a royalty of 2% of the published Nuexco exchange price per pound of U308 produced, such royalty to be due and payable on the 30th day of the month next succeeding the calendar month during which the minerals shall have been produced. The calculation of the royalty shall be based on the exchange price published for the month in which the U308 was produced.

After the expiration of the term of the sublease, the original paragraph of the January 13, 1975 lease will be reinstated.

2. All other terms and conditions of said Lease dated January 13, 1975, with the before-noted modifications, assignments and sublease, shall remain the same.

SAN JUAN COUNTY

By *Salvador Clark*
Commissioner

By *Robert J. [unclear]*
Commissioner

By *Kenneth R. Bailey*
Commissioner

MINERALS WEST, INC.

By *Thomas M. Nelson*
Its President

ENERGY FUELS, LTD.

By *E.F. Uranium Group, Inc.,*
Its General Partner
By *James A. [unclear]*
Its President

RIO ALGOM CORP.

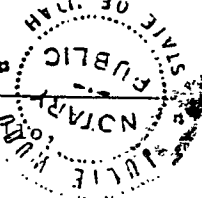
By *W. [unclear]*
Its President

4898D

STATE OF UTAH)
 : ss.
County of San Juan)

On the 8th day of August, 1983, personally appeared before me, James A. Larson, President of E.F. Uranium Group, Inc., the corporation which executed the foregoing Modification of Lease as general partner of Energy Fuels, Ltd., and that said instrument was signed in behalf of said corporation as general partner of Energy Fuels, Ltd., by authority of its bylaws or of a resolution of its board of directors and said James A. Larsen, acknowledged to me that said corporation executed the same as general partner of Energy Fuels, Ltd.

Julie Wood
Notary Public
Residing at: Monticello, Utah



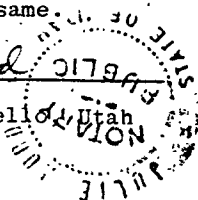
My commission expires:

2-7-87

STATE OF UTAH)
 : ss.
County of San Juan)

On the 8th day of August, 1983, personally appeared before me, Mervyn D. Lawton, who being duly sworn did say that he is the President of Rio Algom Corp., A Delaware Corporation; and that he signed the foregoing Modification of Lease on behalf of said corporation by authority of its Board of Directors and he duly acknowledged that he signed same.

Julie Wood
Notary Public
Residing at: Monticello, Utah

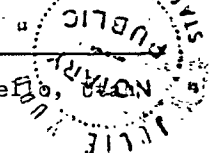


My commission expires:

2-7-87

STATE OF UTAH)
 : ss.
County of San Juan)

On the 8th day of August, 1983, personally appeared before me, Calvin Black, Robert Low and Kenneth R. Bailey, being duly sworn did say that they are the commissioners of San Juan County, a body corporate and politic, and that they signed the foregoing Modification of Lease, on behalf of said corporation by authority of the Board of County Commissioners and they duly acknowledged that they signed same.



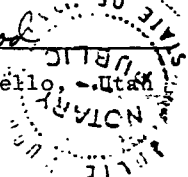
Notary Public
Residing at: Monticello, Utah

My commission expires:

2-7-87

STATE OF UTAH)
 : ss.
County of San Juan)

On the 8th day of August, 1983, personally appeared before me, Thomas M. Nielson, who being duly sworn did say that he signed the foregoing Modification of Lease as President of Minerals West, Inc., A Utah Corporation; and that he signed on behalf of said corporation by authority of its Board of Directors and he duly acknowledged that he signed same.



Notary Public
Residing at: Monticello, Utah

My commission expires:

2-7-87